

RESOLUTION NO. _____, SERIES 2008

A RESOLUTION PURSUANT TO THE CAPITAL AND OPERATING BUDGET ORDINANCES, APPROVING THE APPROPRIATION TO FUND THE FOLLOWING NONCOMPETITIVELY NEGOTIATED NEW CONTRACT – (MIDWEST TAPE, LLC - \$500,000.00).

Sponsored By: _____

BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

SECTION I: The following appropriation for the listed contract is hereby approved:

LIBRARY

\$500,000.00 for a noncompetitively negotiated new contract with Midwest Tape, LLC for the supply of books and other library materials from November 15, 2008 through November 14, 2009.

SECTION II: This Resolution shall take effect upon its passage and approval.

Kathleen J. Herron
Metro Council Clerk

Jim King
President of the Council

Jerry E. Abramson
Mayor

Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney

BY: _____

Library - Contract with Midwest Tape LLC for Books and Library Materials Fiscal Year 2008-2009 Resolution Only 102808 [pr]
G: Resolution Midwest Tape LLC Draft-1pr/ROC/acb10.29.08

CONTRACT DATA SHEET

PSC Type (check one): ☒ New ☐ Renewal ☐ Addendum

Contractor Information

1. Legal Name of Contractor: MIDWEST TAPE LLC
2. Address: 6950 HALL STREET
3. City/ State & Zip: HOLLAND, OH 43528
4. Contact Person Name & Telephone Number: JEFF JANKOWSKI (800)875-2785
5. Revenue Commission Taxpayer ID#:
6. If registration is not required please explain: OUT OF STATE
7. Is account in good standing:
8. Federal Tax ID # (SSN if sole proprietor):

Department Information

9. Requesting Department: LIBRARY *MELANIE LILLY 574-1845*
10. Contact Person Name & Telephone: ~~YOLANDA M HOLQUIN 574-1638~~

Contract Information

11. Not to exceed amount: \$500,000.00
12. Are expenses reimbursed? NO
13. If yes list allowable expenses and maximum amount reimbursable:
14. Beginning and ending date of the contract: 11/15/08- 11/14/09
15. Coding: 1101- 730- 5922- 591270- 531612
16. Scope & Purpose of the contract: BOOKS AND MATERIALS

Authorizations

CMB County Attorney Review - Approved as to Form:
 Department Director: *Craig Butcher* Date: *10/28/08*
 Signature certifies:
☒ Funds are available
☒ Contractor is registered and in good standing with the Revenue Commission
☒ Human Relations Commission registration requirements have been met
 _____ Risk Management Division of Finance - Certifies Insurance requirements satisfied:

WRITTEN FINDINGS**EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC**

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation for PSC Contract # _____. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

_____ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **** Mayors Approval required for emergency purchases exceeding \$10,000.**

_____ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

_____ C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer; employment department, construction manager, investment advisor, or marketing expert and the like.

_____ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

_____ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

_____ F. The contract is for proprietary items for resale.

_____ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

_____ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

_____ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

 X J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

_____ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

_____ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

Craig Butchard 10/28/08
Requesting Department Director Date

**Mayor Date

****Signature is required only for Written Finding A**

AGREEMENT

THIS CONTRACT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **LOUISVILLE FREE PUBLIC LIBRARY** herein referred to as “**METRO GOVERNMENT**”, and **MIDWEST TAPE, LLC.**, with offices located at 6950 Hall Street, Holland, Ohio 43528, herein referred to as “**CONTRACTOR**”,

WITNESSETH:

WHEREAS, the Metro Government requires a source for the supply of books and other library materials; and

WHEREAS, the Metro Government let a Request for Proposals for the purchase of such goods and Contractor submitted a responsive and responsible offer to supply them; and

WHEREAS, the Contractor has been determined by the Metro Government to have the necessary experience, expertise and qualifications to provide those supplies,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. SCOPE OF SERVICES

A. The Contractor shall perform the services described in Attachment A attached hereto and fully incorporated herein. Attachment A consists of Request for Proposal (“RFP”) Number 1713 published by the Metro Government on October 6, 2008 and Contractor’s response to that RFP (“Response”). In the event of a conflict between this Agreement and the RFP or the Response, this Agreement shall govern. In the event of a conflict between the RFP and the Response, the RFP shall govern.

II. FEES AND COMPENSATION

A. Contractor shall be reimbursed as described in Attachment A. Total compensation payable to Contractor shall not exceed **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)**. This Agreement has no guarantee for a minimum number of orders.

III. DURATION

A. This Agreement shall begin November 15, 2008 and shall continue through and including November 14, 2009.

B. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Consultant of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

IV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

V. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

VI. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

VII. COUNTERPARTS

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

ATTACHMENT A



Qualification Statement:

We have become the largest supplier of DVDs and Music CD's to over 10,000 Public Libraries throughout the United States and Canada. Midwest Tape has been listening to our customers, streamlining the workflows of librarians, and providing outstanding customer service for over 20 years. Midwest Tape proudly launched our Audiobook product line in March of 2008 with great success.

We start by answering the phone. We do not have voice mail or extension numbers and we only do business with Public Libraries. Another advantage is that we have only one building in Holland, Ohio with over 300 employees to serve your library's needs. Midwest Tape realizes that providing your material before street-date is very important, including any processing or cataloging services. We are very easy to do business with and we provide Public Libraries with great value-added services. We guarantee every music CD, DVD and Audiobook we sell for one year against shipping damage and manufacturer defects. Just call our toll-free number, and our staff will be happy to assist you.

Several collection development tools are available, including color catalogs, flexible Customized Selection Lists and a very progressive website. Our website offers many useful tools such as order records that can be customized, and we are the only vendor to publish OCLC control numbers. This allows the libraries to communicate with Midwest Tape bi-directionally, which aids in collection building while saving time through automation. Customized Selection Lists can be populated directly as shopping carts so you may research, edit, and obtain order records at your convenience.

Our innovative partnership with OCLC allows libraries to obtain quality MARC records for every item we sell including foreign language films. These records can be customized to include local editing practices and barcode linking. The information for spine and title labels is downloaded directly from OCLC and can be printed right on the artwork of the items you order through the Variable Integrated Processing (VIP) program. VIP can save libraries money, provide better quality processing, and you can get your product earlier.

Our discount is competitive, but it is our value-added services and programs that create value for Public Libraries.

Thank you for this opportunity to extend our information for the Louisville Free Public Library Lending Materials Contract.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jeff Jankowski", written over a horizontal line.

Jeff Jankowski, Vice President



Request For Proposal

Louisville/Jefferson Co Metro Government

Bid Number: 1713

Revision: 0

Date: 06-OCT-08

Sealed bids will be received until 3:00 PM and publicly opened and all bid prices read aloud at that hour on date specified and under following conditions:

Bids received after 3:00 PM on Reply By Date will not be opened.

Bids must be signed by individuals or firms making bid. Samples to be submitted if requested. The right is reserved to select the lowest and best bid, also to reject any or all bids or any part thereof.

On proposals amounting to \$2000.00 or over, successful bidder may be required to execute and give performance bond for full amount of same by a Surety Company authorized to do business in the Commonwealth of Kentucky before order is issued.

All items quoted are considered F.O.B. Delivered, unless otherwise stated.

Mark envelope with Bid Number, Reply By Date
and Address to:

Department of Finance - Division of Purchasing
611 West Jefferson Street
Mezzanine Level
Louisville, KY 40202

Reply By: 21-OCT-08

Description

- 1 A Request for Proposals for the Louisville Free Public Library Lending Materials Contract, per the attached specifications.

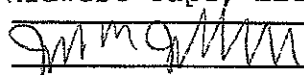
There will be NO Pre-bid Conference scheduled for this project.

DELIVERY TIME: 10-14 business days
(# of days A.R.O.)

We guarantee all the above named goods to be first-class and equal in every particular to above specification. Delivery to be made immediately on advice of acceptance unless otherwise specified.

UNSIGNED BIDS WILL NOT BE CONSIDERED

FIRM NAME: Midwest Tape, LLC

OFFICIAL'S SIGNATURE: 

ADDRESS: 6950 Hall Street
Holland, Ohio 43528

PHONE: 800-875-2785

DATE: October 13, 2008



Request For Proposal

Louisville/Jefferson Co Metro Government

Bid#: 1713

Standard Text

Please submit all factory literature and supporting documentation with each submitted copy of your Bid/RFP.

If you have any questions concerning the Purchasing Requirements of this solicitation please call Senora Ford at (502) 574-5767.

Any inquiries on this Bid/RFP after the opening date shall be addressed in writing to:

Director of Purchasing

Department of Finance - Division of Purchasing

611 West Jefferson Street - Mezzanine Level

Louisville, KY 40202

The Successful Bidder will be required to furnish insurance coverage as stated in the specifications.

SUBMIT BIDS WITH A COMPLETE ORIGINAL (please mark original) AND TWO COPIES. Both copies should be complete copies of your original bid. Failure to submit ALL forms and information required in specifications may be reason for disqualification.

STANDARD TEXT

Please indicate your Louisville/Jefferson County Metro Government Revenue Commission Number _____ and your Federal Tax Identification Number 37-1499686. If you are a Metro Government vendor or you are doing business in Metro Louisville, you should already be registered with the Revenue Commission and have all of your required taxes paid. If you become the successful vendor, you must be properly registered with the Revenue Commission and have all of your required taxes paid prior to the award of this contract. For further information please call Lisa Finegan of the Revenue Commission at (502) 574-4860.

Ordinance #214, Series 2005, concerning the requirement for an Affirmative Action Plan for contractors and vendors doing business with Louisville/Jefferson County Metro Government, shall apply to this Notice for Bids. Any questions concerning the ordinance should be directed to the Human Relations Commission at (502) 574-3631.

All parties hereto acknowledge any agreement is subject to Metro Government Ordinances, relating to the requirement of an affirmative action plan or other equal employment criteria for contractors and vendors to do business with the Metro Government. Failure to comply with the terms of said ordinances will be cause for suspension, termination or cancellation of any agreement.

All prices quoted are to be F.O.B. Delivered to Destination.

BID PRICES ARE TO BE FIRM FOR A MINIMUM OF Ninty (90) DAYS FROM BID/RFP OPENING DATE

Please include your FAX number 800-444-6645.

Time discounts or cash discounts shall not be considered in award evaluation. Delivery time may be an evaluation factor in award of the Invitation for Bid/Price Inquiry/Proposal.

Metro Government is not responsible for any cost incurred by bidders/proposers in the preparation of bids/proposals.

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

- a. He, or any member of his immediate family has a financial interest therein; or
- b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
- c. Any other person, business or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation, of any purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier

subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

The mentioned manufacturer's names and model numbers are used only to indicate type and quality of merchandise needed and are in no way intended to limit bidding

Assignment of Contract: The bidder shall not assign or subcontract any portion of the contract without the express written consent of the Louisville/Jefferson County Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that the Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of the Metro Government.

Payment Terms will be Net 30. Metro Government does not pay late fees or finance charges.

Submitted bids shall be for a firm, fixed price.

If the successful vendor agrees to extend the pricing for a twelve (12) month period additional items may be purchased from this bid by issuing a separate purchase order. The bid specifications must be met.

Inquiries on this Bid/RFP after the opening date shall be directed in writing to:

Director of Purchasing
Department of Finance - Division of Purchasing
611 West Jefferson Street - Mezzanine Level
Louisville, KY 40202

Louisville/Jefferson Co Metro Government CONDITIONS

1. Unless otherwise stated in the specifications, no bidder will be permitted to withdraw their bid until sixty calendar days after the opening date of this proposal.
2. Where this invitation covers two or more items for which unit prices are quoted, the Metro Government reserves the right to accept or reject any portion of the bid and to award purchase orders to the Metro Government's best advantage.
3. Prices quoted are to be exclusive of the State and Federal Excise Tax from which the Metro Government are exempt.
4. Explanation: Should a prospective bidder find discrepancy in or omissions from the specifications, or be in doubt as to their meanings, he/she shall at once notify the Metro Purchasing Director who shall send written instructions to all prospective bidders. The Metro Government will not be responsible for any oral instructions.
5. All commodities furnished are subject to inspection at the point of delivery by a representative of the Metro Government. All rejected supplies will be returned at vendor's expense.
6. By signature on the face of this bid the bidder expressly states that no fee/attorney's fee, commission, allowance, gratuity, reward, gift, promise or compensation of any kind has been made or paid or will be made or paid in connections with this transaction or any matters arising out of or pertaining to same.
7. The Bidder is requested to show both unit prices and lot prices. In the event of any error the unit price Bid shall prevail.
8. The Metro Purchasing Director reserves the right to waive any formality and/or technicality in any Bid if such waiver is to the Metro Government's advantage.
9. Bids shall be submitted on the forms provided and must be signed by the bidder or an authorized representative. Any corrections to entries made on bid forms should be initiated by the person signing the bid.
10. Bids must be submitted as directed in the Invitation for Bids.
11. Bids shall be submitted prior to the time fixed in the Invitation for Bids.
12. If more than one bid is offered on the same item by one party, or by any person or persons representating a party, all such bids shall be rejected.
13. The owner reserves the right to reject any and all bids.
14. The bidder to whom award is made may enter into a written contract with the Metro Government within the time specified in the Invitation. All insurance requirements including performance and payment bonds shall be furnished the time of signing the formal agreement.
15. The contractor agrees that in the performance of this agreement with the Metro Government, he/she will not discriminate against any workers because of race, creed, color, religion, national origin, handicap or sex and will comply with all applicable Federal, State or local laws and regulation prohibiting such discrimination. The aforesaid provision shall include, but not be limited to the following: Employment and upgrading, demolition or transfer, recruitment and recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training including apprenticeship. The contractor agrees to post

thereafter in conspicuous places, available for employees and all applicants for employment, notices setting forth the provisions of the above non-discrimination clause. The contractor further agrees to insert the foregoing provision in all sub-contracts hereunder.

16. PATENT INFRINGEMENT - The supplier/contractor must indemnify the Metro Purchasing Department against all damages and expenses resulting from patent infringement.

LIVING WAGE PREFERENCE

Not applicable to Midwest Tape, LLC

Ordinance 91, Series 2003 establishes a preference for businesses, which provide their employees a minimum wage equal to or exceeding the minimum wage set forth in Section I of the ordinance as of July 1, 2003. That amount is currently \$9.00/hour for all full time employees.

If supplies or services are to be purchased by competitive sealed bidding, or by competitive negotiation, and the supplies or services are available from a minimum wage business, the bid price or cost quoted by each minimum wage business shall be reduced by 5% for the purpose of determining the lowest bid price; however nothing in the ordinance prohibits the awarding of contracts by Metro Government on the basis of evaluated bid price.

In order to qualify for the 5% preference under Section II of the ordinance, if a contract is for services, and a bidder or offeror uses subcontractors to perform all or part of the work required under the contract, the bidder or offeror shall not subcontract more than 20% of the work to non-minimum wage businesses unless such services are not available from minimum wage businesses.

If a business holds itself out as a minimum wage business by indicating so below, and is subsequently awarded a contract, then it is later discovered that such information was falsely provided, such business will be liable to the Metro Government equal to 30% of the amount of the contract awarded.

If a minimum wage business is awarded a contract under this ordinance, then such business shall post a sign of the applicable minimum wage rate set forth in this ordinance in a conspicuous place and manner so as to inform employees and the public alike that such business pays its employees wages at least commensurate with the applicable minimum wage rate established by this ordinance.

If you meet the requirements of this ordinance and wish to claim certification as a minimum wage business for this bid please sign in the space below.

I certify that my business meets the requirements of Ordinance 91, Series 2003 and wish to be certified as a minimum wage business for this bid. (This page shall be included with bid submission)

Company Name _____
Authorized Official(Print) _____
Signature of Authorized Official _____
Title _____
Date _____

LOCAL VENDOR PREFERENCE APPLICATION

To qualify for local vendor preference a business must:

- Have been established in the Louisville Metropolitan Statistical Area, as defined by the United States Census Bureau (MSA) for twelve (12) months and have an up to date local tax identification number on the date of the bid opening.
- Have its headquarters located in the Louisville MSA, or have a branch office currently located in the Louisville MSA for at least seven (7) years prior to the bid date.
- The city or county which the business is located in must have a reciprocal ordinance which recognizes businesses located in the Louisville MSA as a local business for the purpose of a procurement preference. A copy of the reciprocal ordinance shall be included with your bid.
- Utilizes local businesses to furnish at least 75% of the services under a contract unless such services are not available locally.
- Submit this completed form with your submitted bid. Incomplete applications or applications submitted after the bid opening will not be considered.

If you meet the above criteria and wish to apply for Local Vendor Preference on this bid please fill out the information at the bottom of this page. Incomplete applications will not be considered. The preference you will receive is 5% of your bid total or 5 points added to your evaluated bid total.

If a vendor is deemed a local vendor for the purposes of this preference on the basis of false information the vendor will be subjected to a fine equal to 25% of the contract price.

Any vendor who is denied local business status may petition the Director of Purchasing within 5 days of the denial. The petition shall outline the reasons why the local vendor status should be awarded. The Director of Purchasing will set a hearing for the petition. The decision of the Director will be final.

Any vendor may challenge in writing within three (3) business days following the day of in which a contract is awarded for a project the grant of a local vendor preference to another vendor. The challenge shall outline why the local vendor preference should not have been awarded. A hearing will be set by the Director of Purchasing who will hear the challenge and render a decision. The decision of the Director will be final.

You may request a complete copy of this Ordinance from the Louisville-Jefferson County Metro Purchasing Department.

Company: _____

Address: Street _____

City _____ County _____ State _____ Zip _____

Revenue Commission Number: _____

Official: _____

Signature: _____ Date: _____

10/9/2008



Louisville
Metro Government

Louisville Free Public Library

Request for Proposal Number 1713

10/9/2008

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REQUEST FOR PROPOSALS

- I. Invitation and Instructions to Proposers**
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- IV. General Specifications**

SECTION I

INVITATION AND INSTRUCTION TO PROPOSERS

1.0 Invitation: Louisville Metro Government ("Metro Government") is now accepting proposals for **Louisville Free Public Library Lending Materials**. The process of accepting proposals and choosing the successful proposer shall be by sealed proposals. The process of accepting proposals and choosing the successful proposer shall be by sealed proposals using the competitive negotiation process under KRS 45A.370.

Metro Government finds that a purchase through competitive negotiation is necessary because:
(check one of the reasons below)

- ☒ (a) Specifications cannot be made sufficiently specific to permit an award on the basis of either the lowest bid price or the lowest evaluated bid price.
- ☐ (b) Sealed bidding is inappropriate because the available sources of supply are limited.
- ☐ (c) Sealed bidding is inappropriate because the time and place of the performance cannot be determined in advance.
- ☐ (d) Sealed bidding is inappropriate because the price is regulated by law.
- ☐ (e) Sealed bidding is inappropriate because a fixed price contract is not applicable.
- ☐ (f) The bid prices received through sealed bidding are unresponsive or unreasonable as to all or part of the bid requirements; each responder shall be notified of the intention to negotiate and shall be given a reasonable opportunity to negotiate, and the negotiated price shall be lower the lowest rejected bid by any responsible bidder.

Written or oral discussions shall be conducted with all responsible offerors who submit proposals determined in writing to be reasonably susceptible of being selected for award, except as otherwise provided by law. Where it can clearly be demonstrated and documented from the existence of adequate competition or accurate prior cost experience with the particular supply, service or construction item an award may be made on the basis of the original submitted proposals. Sealed proposals will be received at the office of Louisville Metro Government Department of Finance – Division of Purchasing until 3:00 PM October 21, 2008, 611 West Jefferson Street, Mezzanine Level, Louisville Kentucky, 40202. Prices for any proposed item shall not be contingent upon the purchase of any other proposed item included within this bid.

Proposals received after the 3pm deadline on **October 21, 2008**, will be unopened.

Proposer Questions and Inquiries: Proposers questions and inquiries on the specifications of this RFP shall be directed to:

Melanie Lilly, Asst. Director
Louisville Free Public Library
301 York Street
Louisville, KY 40203
Phone: 502-574-1845
Fax: 502-574-1666
Email: Melanie.Lilly@lfpl.org

Any information provided is not official unless reduced to writing by the Metro Purchasing Department. Any unauthorized contact with any other city official or employee in connection

with this RFP is prohibited and shall be cause for disqualification of the Proposer. No questions or inquiries will be allowed beyond the pre-proposal conference (if one is scheduled) date as stated in the cover letter.

Careful attention must be paid to all requested items contained in this Request for Proposal (RFP). Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read the entire package before bidding. Proposers shall make the necessary entry in all blanks provided for the responses. The submitted proposal shall be firm for an acceptance period of ninety (90) days from the date of the RFP opening.

Proposals submitted shall be for a firm, fixed price unless stated otherwise in the specifications.

The entire set of documents constitutes the RFP. The proposer must respond in total and in the same numerical order in which the RFP was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed. All notes, exceptions, and comments shall be made in ink or be typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person signing the bid. All proposals shall be returned in a sealed envelope with RFP number and opening date stated on the outside of the envelope.

By submitting a Proposal, the proposer acknowledges and agrees to be bound by the terms and conditions of the solicitation. This RFP document including all terms, conditions and specifications contained herein shall become the contract if Metro Government awards the Proposal to the proposer hereunder unless otherwise agreed to in writing by the Metro Government. It is further agreed between the parties, that any change of the contractual agreement must be formalized by issuance of a written modification from the Purchasing Department. Purchase or sales agreements, supplied by the proposer, making an offer in reply to this solicitation will not be accepted.

In the event a conflict exists between sections of this RFP, such conflict shall be brought to the attention of the Purchasing Department in writing for resolution.

Unless contractually provided, Metro Government agencies utilizing these contracts will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a delivery order resulting from these contracts. Any such documents so obtained will not be binding on the Metro Government or its agents and shall be cause for termination of the contract by the Metro Government.

As allowed by the Metro Government Finance Manual, Purchasing Policies, Section III, A, 3, multiple contracts may be issued and those contracts, if any, shall be ranked. A secondary or lower ranking contract may be used if the primary contractor is unable to perform. However, the primary contractor shall be given the first opportunity to provide the services required. Contracts shall be utilized in the order stated in the award.

- 1.1 Proposal Opening: Sealed proposals will be accepted in accordance with the instructions detailed in section 1.0. The opening is open to the public. The Proposer shall file all documents necessary to support its proposal and include them with its proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time for receipt of proposals.

Please disregard any reference in the RFP to this being a "bid". This is a Request for Proposals.

SECTION II

GENERAL PROVISIONS

- 2.1 Each Bidder shall comply with all Federal, State & Local regulations concerning this type of Service or good.
- The Bidder agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et seq.*, as amended, and KRS Chapter 338. The Bidder also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. Bidder agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.
- 2.2 Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
- 2.3 Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
- 2.5 Proposal Reservations: Metro Government reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. Metro Government may consider any alternative proposal that meets its basic needs.
- 2.6 Liability: Metro Government is not responsible for any cost incurred by a proposer in the preparation of proposals.
- 2.7 Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only telegrams, letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by Metro Government prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
- 2.8.1 Clarification of Submittal: Metro Government reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Proposer.
- 2.10 Bribery Clause: By his/her signature on the bid, Proposer certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the Metro Government.

- 2.11 Additional Information: While not necessary, the Proposer may include any product brochures, software documentation, sample reports, or other documentation that may assist Metro Government in better understanding and evaluating the proposer's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal.
- 2.12 Ambiguity, Conflict or other Errors in RFP: If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, they shall immediately notify Metro Government of such error in writing and request modification or clarification of the document.
- 2.13 Agreement to Bid Terms: In submitting this proposal, the proposer agrees that proposer has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Proposer shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to proposer shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
- 2.14.1 Cancellation: If the services to be performed hereunder by the proposer are not performed in an acceptable manner to the Metro Government, the Metro Government may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the Metro Government, and the Metro Government may rescind the cancellation if such action is in Metro Government's best interest.

A. Termination for Cause

- (1) Metro Government may terminate a contract because of the contractor's failure to perform its contractual duties.
- (2) If a contractor is determined to be in default, Metro Government shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. Metro Government may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;

- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of Metro Government or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the Metro Government may terminate this contract at will in accordance with the law **upon providing thirty (30) days written notice of that intent**. Payment for services or goods received prior to termination shall be made by the Metro Government provided those goods or services were provided in a manner acceptable to the Metro Government. Payment for those goods and services shall not be unreasonably withheld.

- 2.15 Assignment of Contract: The Proposer shall not assign or subcontract any portion of the Contract without the express written consent of Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of Metro Government.
- 2.16 No Waiver: No failure or delay by Metro Government in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by Metro Government in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of Metro Government hereunder or shall operate as a waiver thereof.
- 2.17 Authority to do Business: The proposer must be a duly organized and authorized to do business under the laws of Kentucky. Proposer must be in good standing and have full legal capacity to provide the services specified under this Contract. The Proposer must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Proposer to enter into this Contract. The proposer will provide Metro Government with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the proposer.
- 2.18 Governing Law: This Contract shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
- 2.19 Ability to Meet Obligations: Proposer affirmatively states that there are no actions, suits or proceedings of any kind pending against proposer or, to the knowledge of the proposer, threatened against proposer before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of proposer to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The contractor shall reveal any final determination of a violation by the contractor or subcontractor with the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor. The contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 the apply to the contractor or subcontractor for the duration of the contract.

**RFP
SUBMITTED BY:**

By signing below you are agreeing to all Louisville Metro Government Terms & Conditions that are a part of this Request for Proposals.

Include this page in your response to this RFP

Firm: Midwest Tape, LLC

By: Jeff Jankowski

Title: Vice President

E-Mail Address: jjankowski@midwesttapes.com

Address: 6950 Hall Street
Holland, Ohio 43528

Telephone: 800-875-2785

Fax: 800-444-6645

Date: October 13, 2008

Louisville/Jefferson County Metro
Revenue Commission Number: _____

Federal ID Number: 37-1499686

**Please include a copy of your W-9 with your submitted proposal.
You cannot be awarded a contract until this is submitted.**

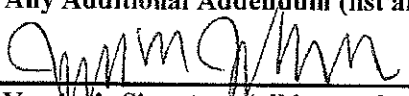
I acknowledge receipt of the following Addendum:

Addendum #1: _____

Addendum #2: _____

Addendum #3: _____

Any Additional Addendum (list all numbers): _____



Vendor's Signature (all items above have been read and completed)

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Midwest Tape LLC	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Other LLC	<input checked="" type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.) 6950 Hall St.	Requester's name and address (optional)
City, state, and ZIP code Holland - OH 43528	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
37-1499686								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person Susan Bassett	Date 10/14/08
------------------	---	----------------------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

SECTION III.

HOLD HARMLESS AGREEMENT AND INDEMNIFICATION CLAUSE AND INSURANCE REQUIREMENTS

Hold Harmless and Indemnification Clause

The Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

No insurance will be required.



SECTION IV. GENERAL SPECIFICATIONS

RPF Number 1713

as responded by Midwest Tape, LLC

CONTRACT REQUIREMENTS

Experience

Vendor shall demonstrate extensive successful experience supplying any or all of the following to libraries of comparable size and income:

- Adult hardcover, trade and/or mass market paperback books
- Children's and teen's hardcover, trade and/or paperback books
- Serial monographs
- Adult educational, instructional, and/or entertainment DVDs
- Children's and teen's educational, instructional, and/or entertainment DVDs
- Adult audio books on CD
- Children's and teen's audio books on CD
- Adult Music on CD
- Children's music on CD

Midwest Tape has become the largest supplier of DVDs and Music CD's to over 10,000 Public Libraries throughout the United States and Canada. Midwest Tape has been listening to our customers, streamlining the workflows of librarians, and providing outstanding customer service for over 20 years. Midwest Tape proudly launched our Audio book product line in March of 2008 with great success.

Midwest Tape offers to provide Adult educational, instructional, and/or entertainment DVDs, Children's and teen's educational, instructional, and/or entertainment DVDs, Adult Audio books on CD, Children's and teen's Audio books on CD, Adult music on CD and Children's music on CD.

References:

Vendor shall provide a list of at least three public libraries, of comparable size, to which vendor is currently providing service. Include the names, addresses, and phone numbers of library staff we may contact.

Midwest Tape works with over 10,000 library systems throughout North America. The following libraries are comparable in size to the Louisville Free Public Library and to whom we offer our added-value services:

Evansville Vanderburgh Public Library
Mollie Pharo, Collection Development
200 SE Martin Luther King JR.
Evansville, IN 47713
molliep@evpl.org
812-436-7321

Cincinnati & Hamilton Public Library
Jason Buydos, Technical Service Director
800 Vine Street
Cincinnati, OH 45202
jason.buydos@cincinnatiilibrary.org
513-369-3193

Tampa Hillsborough Public Library
Anne Ross, Deputy Director
900 North Ashley Drive
Tampa, FL 33602
rossa@hillsboroughcounty.org
813-276-8702



Personnel and Services

Vendor shall assign a specific representative to service the Library's accounts that have the ability and authority to respond to problems with orders, deliveries, claims and invoices, credits, cancellations, and rush orders.

Additional personnel shall be assigned to assist the Manager of Collection Services with special projects such as building special and or new lending collections and providing supplementary services such as cataloging and processing of lending materials.

A contact person shall be available to the Acquisitions Supervisor to respond to problems with vendor-supplied processing.

All personnel specified above shall be available by toll-free telephone and fax and e-mail.

Below are the Midwest Tape staff personnel who will be assigned to your account:



Eric Timm, Account Executive
Email: erict@midwesttapes.com
800-875-2785
9 years of service at Midwest Tape

Problem solution assistance as needed with contractual, open or unresolved issues.



Judy Sumner, Head of Customer Service
Email: judys@midwesttapes.com
800-875-2785
13 years of service at Midwest Tape

Will assist with orders, deliveries, claims, invoices, credits, cancellations and rush order needs.



Rebecca Dick, Processing Coordinator
Email: rdick@midwesttapes.com
800-875-2785
3 years of service at Midwest Tape

Rebecca will assist with the set up, implementation and problem resolution of processing services.



Mike Rankin, Coordinator CD Customized Standing Orders

Email: miker@midwesttapes.com

800-875-2785

4 years of service with Midwest Tape

Mike will assist with the implementation of any Music CD Selection List and/or Standing Order services or issues.



Kate Krisjanis, Audio book Marketing Supervisor

Email: kmkrisjanis@midwesttapes.com

800-875-2785

6 years of service with Midwest Tape

Kate provides the coordination and set up of Library's Audiobook Customized Standing Order programs and Collection Development needs.



Laura Peitz, DVD Customized Standing Orders

Email: lpeitz@midwesttapes.com

800-875-2785

7 years of service

Laura provides the set up of DVD Customized Standing Order plans.



Beth Pontious, Partner's Program (OCLC) Coordinator, Head of MARC Records

Email: bethp@midwesttapes.com

800-875-2785

4 years of service

Beth provides the technical support and coordination of the Partner's Program, unedited records and free brief records. Any changes to Cataloging services will be coordinated through Beth.



Record. The processed DVD titles are then returned to their original case. A sample of the VIP artwork for DVDs is provided as Attachment A.

Midwest Tape also provides the processing services of the Library's Music CDs. The material is processed using Midwest Tape's VIP – Digital processing services. Branch label is digitally integrated into the image of the artwork while the barcode and disc donut labels are hand-applied. The current cost of these services are Singles disc Music CD titles \$2.25 each; Double Disc Music CD titles are \$2.35 and any Multi-disc titles are processed at the single unit price of \$2.25 each disc. The processed Music titles are then placed into a Music CD Caddie Case. A sample of the VIP artwork for Music CDs is provided as Attachment B.

Multiple Account Numbers

Vendor shall accept multiple account numbers for Library and invoice separately.

Midwest Tape can accommodate as many accounts as needed by Louisville Free Public Library and can invoice them separately as needed.

Placement of Orders

It is preferred that the vendor support the EDI X12 version 4010 standard compatible with the Polaris system for electronic ordering, receiving, and invoicing at no extra cost.

Midwest Tape supports all versions of EDI X12, including 4010, and our electronic ordering and invoicing services are always free of charge.

Vendor shall accept orders online, via toll-free telephone and/or fax. All three options must be available. Immediate confirmation must be available indicating status of each item such as: in stock and being shipped, order direct, back-ordered, not yet published, etc.

Midwest Tape can accept orders electronically through most major ILS systems, our website (www.midwesttapes.com), telephone, mail, or fax. Each method of order transmission provides a confirmation of the order. Midwest Tape has introduced a new feature on-line. By selecting the 'Tools' option on our site then clicking 'Miscellaneous Order Reports' you can access Pre-Order and Back-Order reports by account, title, purchase order number, release date, stock number, account number and account name. You can also access Cancellation Reports by the same criteria. We also send paper copies of these reports on the first day of each month. In addition, we have 2 duplicate checks for our website and an open URL function to assure no duplication of titles.

Status/Cancellation Reports

Cummulative status/cancellation reports shall be sent via email at least monthly or be viewable on the vendor's website.

Midwest Tape has introduced a new feature on-line. By selecting the 'Tools' option on our site then clicking 'Miscellaneous Order Reports' you can access Pre-Order and Back-Order reports by account, title, purchase order number, release date, stock number, account number and account name. You



can also access Cancellation Reports by the same criteria. We also send paper copies of these reports on the first day of each month. In addition, we have 2 duplicate checks for our website and an open URL function to assure no duplication of titles. The following is a sample of these types of reports that are viewed on our website:

Example of the Preorder/Backorder Report:



P.O. BOX 820
Holland, OH 43528
PHONE: 800-875-2785
FAX: 800-444-6645

PREORDER & BACKORDER REPORT

Customer: Austin Public Library (all accounts)
Date: Tue Sep 30 12:51:01 EDT 2008

PREORDER & BACKORDER REPORT

Page 1 of 1

STOCK NUMBER	TITLE	QTY	PRICE	EXT	MEDIA	PO	RELEASE	ACCOUNT
WAR1000026941D	11TH HOUR, THE	4	3.74	14.96	DVD	2008-PO-6507	ON ORDER	78701
COL26718D	21 (2008)	3	21.74	65.22	DVD	2008-PO-6494	ON ORDER	78701
VOC85316D	ABC PRONUNCIARY	1	26.24	26.24	DVD	2008-PO-6506	ON ORDER	78701
NES890105D	ABRAHAM LINCOLN (ANIMATED)	2	22.49	44.98	DVD	2008-PO-6498	ON ORDER	78701
WGBH42449D	ABSOLUTE ZERO - THE ULTIMATE FREEZING POINT (NOVA)	1	18.74	18.74	DVD	2008-PO-6507	ON ORDER	78701
WAR73659D	ANT BULLY, THE	1	11.24	11.24	DVD	2008-PO-6491	ON ORDER	78701
DIS25998D	ATLANTIS: MILO'S RETURN	7	22.49	157.43	DVD	2008-PO-6488	ON ORDER	78701J
NLV1000038873D	BE KIND REWIND	3	20.99	62.97	DVD	2008-PO-6503	ON ORDER	78701
TWT2252602D	BONES SEASON 3	1	44.99	44.99	DVD	PO-6749	11/13/2008	78701S
PRF485D	FRAULEIN, DAS	1	22.49	22.49	DVD	4950	ON ORDER	78701S
DES55009D	LA MUJER DE BENJAMIN (SPANISH)	1	9.74	9.74	DVD	po-5413	ON ORDER	78701
KCHUSD1188D	METALLICA - BLITZKRIEG OVERDRIVE	2	14.24	28.48	DVD	2008-PO-6507	ON ORDER	78701
FACDV86199D	NATHALIE GRANGER (FRENCH)	3	29.99	89.97	DVD	PO-4868 xxx	ON ORDER	78701S
SSDPT801D	PRINCE OF TENNIS, THE - BOX SET VOL. 1	5	29.99	149.95	DVD	6549	ON ORDER	78701S
RCF700531D	SANTO - FRENTE A LA MUERTE (SPANISH)	2	5.99	11.98	DVD	4880	ON ORDER	78701S
WEA95142D	SANTO EN EL HACHA DIABOLICA (SPANISH)	2	11.24	22.48	DVD	4690	ON ORDER	78701S
WPK33508D	WATERPROOF KIDS	17	14.99	254.83	DVD	po-5583	ON ORDER	78701S
WPK37011D	WATERPROOF KIDS - BABY STEPS	16	14.99	239.84	DVD	po-5583	ON ORDER	78701S
Grand total		72		1276.53				

PLEASE NOTE: THIS IS NOT AN INVOICE.

IF A TITLE DOES NOT HAVE A RELEASE DATE, IT IS A BACKORDER, AND WILL SHIP AS SOON AS IT ARRIVES TO OUR WAREHOUSE.



Example of the Cancellation Notice:



P.O. BOX 820
Holland, OH 43528
PHONE: 800-875-2785
FAX: 800-444-6645

CANCELLATION NOTICE
Customer: Austin Public Library (all accounts)
Date: Tue Sep 30 12:51:26 EDT 2008
Date range: 05/01/2008 - 09/31/2008

CANCELLATION NOTICE

Page 1 of 1

STOCK NUMBER	DESCRIPTION	QTY	PRICE	EXT	MEDIA	PO	RELEASE	CANCEL
TSGTV020169D	BATTLE IN HEAVEN (SPANISH)	1	18.74	18.74	DVD	po-5270 mix	Cancelled	07/31/2008
KCH200723D	BLACK & WHITE MILK COW (MANDARIN)	1	18.74	18.74	DVD	po-5263 arz	Cancelled	06/30/2008
TAK68584D	CHRISTMAS IN AUGUST (KOREAN)	1	11.24	11.24	DVD	po-5263 arz	Cancelled	06/30/2008
XHV4559D	EL CHAVO DEL 8 - LO MEJOR DE DON RAMON (SPANISH)	1	9.74	9.74	DVD	po-5529 asj	Cancelled	07/31/2008
XHV4551D	EL CHAVO DEL 8 - LO MEJOR DE QUICO (SPANISH)	1	9.74	9.74	DVD	po-5529 asj	Cancelled	07/31/2008
XHLTE4418D	JUANA LA IGUANA: AVENTURAS Y PINTURAS (SPANISH)	1	11.24	11.24	DVD	po-0317 TBFags	Cancelled	06/30/2008
XHLTE4418D	JUANA LA IGUANA: HISTORIA DE PIRATAS (SPANISH)	1	11.24	11.24	DVD	po-0317 TBFags	Cancelled	06/30/2008
XHV4533D	LO MEJOR DEL CHAVO DEL 8 - TRAVESURAS EN LA VECIND (SPANISH)	1	11.24	11.24	DVD	po-5529 asj	Cancelled	07/31/2008
XHV4584D	MARIANA DE LA NOCHE (SPANISH)	1	14.99	14.99	DVD	4983	Cancelled	06/30/2008
Grand total:		9		116.91				

The above items have been CANCELLED from your account because: (1) out of print
(2) never released (3) don't carry this item (4) not enough information.



Invoices

In addition to the EDI invoice one copy of invoices shall be delivered to the address as supplied by the Library. The following information shall appear on each invoice:

Library bill-to address

Library ship-to address

Account number

Library purchase order number

Number of copies

Title

Author/Creator

Identification number

List price per title

Discount price per title

Net price per title

Total cost

Midwest Tape can comply with the invoicing requirements of the Library. As sample of our invoice provided to the Louisville Free Public Library is provided at Attachments C & D of our response package.

Returns/Credits

Vendor shall accept returns and supply credit memo forms that can be completed by the Library without prior vendor authorization.

We guarantee every DVD, Music CD and Audiobook we sell for one year against shipping damage and manufacturing defects. Wrong titles sent in shipment may also be returned. No return authorization number is required for returns. If you notify us of problem within 60 days of the invoice date we will send LFPL a call tag (a UPS label that is prepaid by Midwest Tape) to pick up the items at no charge to the Library. LFPL may use a 'self credit' and no form is required. You may email, phone, or simply send back any returns and indicate whether a credit or a replacement is needed with a brief description of the problems. Web 'self credit' is currently being developed and is scheduled to be released soon. The following is an example of the Credit Memo forms that are issued by Midwest Tape:



Example of a Credit Memo from Midwest Tape:

MIDWEST TAPE LIBRARIANS & MEDIA SOURCE					
CREDIT MEMO					
Date : 09/11/2007			Customer # : 85004		
BILL TO:			SHIP TO :		
PHOENIX PUBLIC LIBRARY - ADULT 1221 NORTH CENTRAL AVENUE ATTN: BIBLIOGRAPHIC SERVICES PHOENIX, AZ 85004			PHOENIX PUBLIC LIBRARY - ADULT 1221 NORTH CENTRAL AVENUE ATTN: BIBLIOGRAPHIC SERVICES PHOENIX, AZ 85004		
Credit Memo #	Invoice #:	Amount:	Amount Used:	Balance:	Issue Date:
76414	5298146	39.99	0.00	39.99	09/11/07
Reason for Credit:		Ret'd 1 set - Beauty & the Beast - Com. 1st			
PLEASE REMIT ONE COPY OF CREDIT MEMO WITH PAYMENT					
P.O. Box 820 • Holland, Ohio 43528 Phone: 1-800-875-2785 • Fax: 1-800-444-6645					

Delivery of Orders

Please indicate the number of days delivery can be expected after an order is placed.

Midwest Tape ships product 10 – 14 days from time of order, providing that the order is placed 60 days prior to the studio's release date. Midwest Tape maintains a 97% fill rate.

Shipping

Vendor shall ship materials free of charge via UPS or comparable freight line.

Louisville Free Public Library receives their product freight free via UPS delivery service.

SECTION. IV. GENERAL SPECIFICATIONS

LOUISVILLE FREE PUBLIC LIBRARY LENDING MATERIALS CONTRACT

INTRODUCTION

The Louisville Free Public Library consists of a main library, 16 branches, and three bookmobiles. A new 5,000 square foot branch library is scheduled for a summer 2009 opening.

Lending Materials are purchased each fiscal year (July 1 – June 30) to meet major goals of the Library's strategic plan: Service to Children and Youth, Support for Traditional Readers, Support for Workforce Learning and Development of the Library As A Cultural Institution.

CONTRACT REQUIREMENTS

Experience

Vendor shall demonstrate extensive successful experience supplying any or all of the following to libraries of comparable size and income:

- Adult hardcover, trade and/or mass market paperback books
- Children's and teen's hardcover, trade and/or paperback books
- Serial monographs
- Adult educational, instructional, and/or entertainment DVDs
- Children's and teen's educational, instructional, and/or entertainment DVDs
- Adult audiobooks on CD
- Children's and teen's audiobooks on CD
- Adult music on CD
- Children's music on CD

References

Vendor shall provide a list of at least three public libraries, of comparable size, to which vendor is currently providing service. Include the names, addresses, and phone numbers of library staff we may contact.

Personnel and Services

Vendor shall assign a specific representative to service the Library's accounts who has the ability and authority to respond to problems with orders, deliveries, claims, invoices, credits, cancellations, and rush orders.

Additional personnel shall be assigned to assist the Manager of Collection Services with special projects such as building special and or new lending collections and providing supplementary services such as cataloging and processing of lending materials.

A contact person shall be available to the Acquisitions Supervisor to respond to problems with vendor-supplied processing.

All personnel specified above shall be available by toll-free telephone and fax and e-mail.

Inventory

Please describe the size of your inventory as follows; and if the Library's orders will be shipped primarily from only one warehouse, indicate the inventory figures of that one location as well.

- Quantity of titles for each format
- Total quantity of copies: If inventory is stocked in multiple warehouses, are orders automatically cascaded? If not, is this service available upon request?

Types of Materials to be Supplied

Vendor shall be able to supply some or all of the adult and juvenile materials as described under Experience above.

Based on the Library's projected funds, give average discount for each material type supplied.

Vendor-Supplied Processing

Please indicate if vendor-supplied processing and/or cataloging can be provided.

Multiple Account Numbers

Vendor shall accept multiple account numbers for Library and invoice separately.

Placement of Orders

It is preferred that the vendor support the EDI X12 version 4010 standard compatible with the Polaris system for electronic ordering, receiving and invoicing at no extra cost.

Vendor shall accept orders online, via toll-free telephone and/or fax. All three options must be available. Immediate confirmation must be available indicating status of each item such as: in stock and being shipped, order direct, back-ordered, not yet published, etc.

Status/Cancellation Reports

Cumulative status/cancellation reports shall be sent via email at least monthly or be viewable on the vendor's website.

Invoices

In addition to the EDI invoice, one copy of invoices shall be delivered to the address as supplied by the Library. The following information shall appear on each invoice:

Library bill-to address
Library ship-to address
Account number
Library purchase order number
Number of copies
Title
Author/creator
Identification number
List price per title
Discount price per title
Net price per title
Total cost.

Returns/Credits

Vendor shall accept returns and supply credit memo forms that can be completed by the Library without prior vendor authorization.

Deliver of Orders

Please indicate the number of days delivery can be expected after an order is placed.

Shipping

Vendor shall ship materials free of charge via UPS or comparable freight line.

SECTION V. EVALUATION CRITERIA

AWARDING OF CONTRACT

Selection shall be made of one or more vendors deemed to be fully qualified and best suited among those submitting bids on the basis of the following criteria:

- vendor's ability to perform the requirements of the contract; 40 %
- vendor's experience in providing services required; 20%
- price of services. 40%



Inventory

Please describe the size of your inventory as follows: and if the library's orders will be shipped primarily from only one warehouse, indicate figures of that one location as well.

Quantity of titles for each format

Total quantity of copies: If inventory is stock in multiple warehouses, are orders automatically cascaded? If not, is this service available upon request?

Midwest Tape has one location in Holland, Ohio. Midwest Tape carries 16,000 Audio Book titles with 30,000 units in inventory; 100,000 DVD titles with 150,000 units and 70,000 Music CD titles of 70,000 with over 250,000 volumes in inventory.

Types of Materials to be Supplied

Vendor shall be able to supply some or all of the adult and juvenile materials as described under Experience above.

Based on the Library's projected funds, give average discount for each material type supplied.

Midwest Tape can supply the Adult educational, instructional, and/or entertainment DVDs; Children's and teen's educational, instructional, and/or entertainment DVDs; Adult audio books on CD; Children's and teen's audio books on CD; Adult Music on CD and Children's music on CD.

Louisville Free Library Public Library receives their product at the following discount levels through Midwest Tape:

DVD material – 25% off MSRP

Music CD Material – 25% off MSRP with the exception of Universal Music which is discounted 10% off of MSRP.

Audiobook Material – sold at retail price in library-friendly SoundSafe case.

Louisville Free Public Library receives their product freight free via UPS delivery service.

Vendor-Supplied Processing

Please indicate if vendor-supplied processing and/or cataloging can be provided.

Currently Midwest Tape provides the processing services of the Library's DVDs and Music CDs. The DVD material is processed using Midwest Tape's VIP – Digital processing services. Branch labels and spine labels are digitally integrated into the image of the artwork while the barcode, loan indication label and disc donut labels are hand-applied. The current cost of these services are Singles disc DVD titles \$2.00 each; Double Disc DVD titles are \$2.25 and any Multi-disc titles are processed at the single unit price of \$2.00 each disc. The barcode is then scanned into the 852 field of the Customized MARC